

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 153	
2. CONTRACT (Proc. Inst. Ident.) NO. 91990022C0014		3. EFFECTIVE DATE JAN 24, 2022		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY US Dept of ED-550 12th Street SW - Room 7169 Washington DC 20065		CODE CAMPCP		6. ADMINISTERED BY (If other than Item 5) US Dept of ED-550 12th Street SW - Room 7169 Washington DC 20065		CODE CAMPCP	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FLORIDA STATE UNIVERSITY 874 TRADITIONS WAY TALLAHASSEE FL 32306 Vendor ID: 00027876 DUNS: 790877419 Cage Code: 3S772 CEC: TIN: 591961248				8. DELIVERY FOB ORIGIN OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT 0 Days 0% Net 30			
CODE		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM	
11. SHIP TO/MARK FOR		CODE		12. PAYMENT WILL BE MADE BY		CODE IPP	
				Invoices shall be submitted to ED via: https://IPP.for.fiscal.treasury.gov Washington DC 20202			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304(c) () 41 U.S.C. 3304(a) ()				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO.	15B. SUPPLIES/SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Please See Continuation Page for Line Item Details						
15G. TOTAL AMOUNT OF CONTRACT							\$5,088,983.15
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1 - 1	X	I	CONTRACT CLAUSES	28 - 37
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2 - 3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	8 - 8	X	J	LIST OF ATTACHMENTS	38 - 153
X	D	PACKAGING AND MARKING	9 - 9	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	10 - 10		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	-
X	F	DELIVERIES OR PERFORMANCE	11 - 11		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	-
X	G	CONTRACT ADMINISTRATION DATA	12 - 13		M	EVALUATION FACTORS FOR AWARD	-
X	H	SPECIAL CONTRACT REQUIREMENTS	14 - 27				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. Sealed-Bid Award (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary: (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print) Dr. Laurel Fulkerson, Interim Vice President for Research				20A. NAME OF CONTRACTING OFFICER Joseph Gibbs 202-245-6016 Joseph.Gibbs@ed.gov			
19B. NAME OF CONTRACTOR Russell D. Lentz for Laurel Fulkerson, Interim Vice President for Research (Signature of person authorized to sign)		19C. DATE SIGNED 01/24/2022		20B. UNITED STATES OF AMERICA BY Joseph Gibbs (Signature of Contracting Officer)		20C. DATE SIGNED JAN 24, 2022	

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>Contracting Officer: Joseph Gibbs, 202-245-6016, Joseph.Gibbs@ed.gov</p> <p>Primary Contracting Officer Representative: Janelle Sands, 202-245-6786, janelle.sands@ed.gov</p> <p>Alternate Contracting Officer Representative(s): Christopher Boccanfuso, chris.boccanfuso@ed.gov</p> <p>Primary Technical Point of Contact: Janelle Sands, 202-245-6786, janelle.sands@ed.gov</p> <p>Alternate Technical Point(s) of Contact: None</p> <p>The U.S. Department of Education Regional Educational Laboratory (REL) is awarding for nine of the 10 REL regions. The purpose of each REL is to assist practitioners and policymakers in their work to improve outcomes for learners in its region from early childhood to adulthood by supporting stakeholders in the generation and use of research, evidence, and evidence-based practices</p> <p>Regional Educational Laboratories (REL) Southeast Base Year</p> <p>Accounting and Appropriation Data: 1100M2022.B.2022.ER000000.RL2.2550A.000.117.0000.000000 \$5,088,983.15 PR NUMBER: EDOIES-22-000021 Period of Performance: 01/24/2022 to 01/23/2023</p>	1.00	SE	5,088,983.15	5,088,983.15
0002	<p>Regional Educational Laboratories (REL) Southeast Year 2 of Performance</p> <p>Accounting and Appropriation Data: 1100M2022.B.2022.ER000000.RL2.2550A.000.117.0000.000000 \$6,323,006.83 Period of Performance: 01/24/2023 to 01/23/2024</p>	1.00	SE	6,323,006.83	OPT 6,323,006.83
0003	<p>Regional Educational Laboratories (REL) Southeast Year 3 of Performance</p> <p>Accounting and Appropriation Data: 1100M2022.B.2022.ER000000.RL2.2550A.000.117.0000.000000 \$5,963,713.98 Period of Performance: 01/24/2024 to 01/23/2025</p>	1.00	SE	5,963,713.98	OPT 5,963,713.98
0004	<p>Regional Educational Laboratories (REL) Southeast Year 4 of Performance</p> <p>Accounting and Appropriation Data: 1100M2022.B.2022.ER000000.RL2.2550A.000.117.0000.000000 \$4,872,590.57</p>	1.00	SE	4,872,590.57	OPT 4,872,590.57

ED 003019

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Period of Performance: 01/24/2025 to 01/23/2026 Regional Educational Laboratories (REL) Southeast Year 5 of Performance Accounting and Appropriation Data: 1100M2022.B.2022.ER000000.RL2.2550A.000.117. 0000.000000 \$4,751,705.47 Period of Performance: 01/24/2026 to 01/23/2027	1.00	SE	4,751,705.47	OPT 4,751,705.47

ED 003020

SECTION C DESCRIPTION/SPECIFICATIONS/WORK STATEMENT.....	8
C.1 302-2SCOPE OF WORK (FEBRUARY 1985).....	8
SECTION D PACKAGING AND MARKING.....	9
D.1 303-1SHIPMENT AND MARKING (MARCH 1986).....	9
SECTION E INSPECTION AND ACCEPTANCE.....	10
E.1 52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984).....	10
SECTION F DELIVERIES OR PERFORMANCE.....	11
F.1 52.242-15 STOP-WORK ORDER (AUG 1989).....	11
F.2 52.242-15 I STOP-WORK ORDER (AUG 1989)--ALTERNATE I (APR 1984).....	11
F.3 305-4PERIOD OF PERFORMANCE (MARCH 1986).....	11
SECTION G CONTRACT ADMINISTRATION DATA.....	12
G.1 3452.201-70 CONTRACTING OFFICER`s REPRESENTATIVE (COR) (MAY 2011).....	12
G.2 306-1bINVOICE AND CONTRACT FINANCING REQUESTS SUBMISSION - IPP (DECEMBER 2013).....	12
G.3 306-9PROVISIONAL AND NEGOTIATED FINAL OVERHEAD RATES (OCTOBER 1993).....	13
SECTION H SPECIAL CONTRACT REQUIREMENTS.....	14
H.1 3452.202-1 DEFINITIONS--DEPARTMENT OF EDUCATION (MAY 2011).....	14
H.2 3452.208-71 PRINTING (MAY 2011).....	14
H.3 3452.208-72 PAPERWORK REDUCTION ACT (MAY 2011).....	14
H.4 3452.209-71 CONFLICT OF INTEREST (MAY 2011).....	14
H.5 3452.215-70 RELEASE OF RESTRICTED DATA (MAY 2011).....	15
H.6 3452.224-70 RELEASE OF INFORMATION UNDER THE FREEDOM OF INFORMATION ACT (MAY 2011).....	16
H.7 3452.224-71 NOTICE ABOUT RESEARCH ACTIVITIES INVOLVING HUMAN SUBJECTS (MAY 2011).....	16
H.8 3452.227-71 ADVERTISING OF AWARDS (MAY 2011).....	18
H.9 3452.227-72 USE AND NON-DISCLOSURE AGREEMENT (MAY 2011).....	18
H.10 3452.227-73 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2011).....	20
H.11 3452.228-70 REQUIRED INSURANCE (MAY 2011).....	20
H.12 3452.232-70 LIMITATION OF COST OR FUNDS (MAY 2011).....	20
H.13 3452.237-70 SERVICES OF CONSULTANTS (MAY 2011).....	21
H.14 3452.237-71 OBSERVANCE OF ADMINISTRATIVE CLOSURES (MAY 2011).....	21
H.15 3452.239-70 INTERNET PROTOCOL VERSION 6 (MAY 2011).....	21
H.16 3452.242-70 LITIGATION AND CLAIMS (MAY 2011).....	22
H.17 3452.242-71 NOTICE TO THE GOVERNMENT OF DELAYS (MAY 2011).....	22
H.18 3452.242-73 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES (MAY 2011).....	22
H.19 3452.243-70 KEY PERSONNEL (MAY 2011).....	23
H.20 31.205.70FOOD COSTS.....	23
H.21 31.205.71TRAVEL COSTS.....	23
H.22 307-5PAYMENT OF TRAVEL EXPENSES AND FEES FOR ED EMPLOYEES (MARCH 1985).....	23
H.23 307-12CONSENT TO SUBCONTRACT (AUGUST 1998).....	23
H.24 307-19REDACTED PROPOSALS (DECEMBER 1998).....	23
H.25 313.237-72CLEARANCE OF CONFERENCES/MEETINGS (FEBRUARY 2015):.....	24
H.26 316-1ACCESSIBILITY OF SOFTWARE (OCTOBER 1999).....	24
H.27 Federal Holidays.....	26

SECTION I	CONTRACT CLAUSES	28
I.1	52.202-1DEFINITIONS (JUN 2020)	28
I.2	52.203-3 GRATUITIES (APR 1984)	28
I.3	52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)	28
I.4	52.203-6RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)	28
I.5	52.203-7ANTI-KICKBACK PROCEDURES (JUN 2020)	28
I.6	52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)	28
I.7	52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)	28
I.8	52.203-12LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)	28
I.9	52.203-13CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (JUN 2020)	28
I.10	52.203-17CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)	28
I.11	52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)	28
I.12	52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)	28
I.13	52.204-10REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)	28
I.14	52.204-13SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)	28
I.15	52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016)	28
I.16	52.209-6PROTECTING THE GOVERNMENT`S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020)	28
I.17	52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)	28
I.18	52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)	28
I.19	52.210-1MARKET RESEARCH (JUN 2020)	29
I.20	52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)	29
I.21	52.215-2AUDIT AND RECORDS--NEGOTIATION (JUN 2020)	29
I.22	52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)	29
I.23	52.215-23LIMITATIONS ON PASS-THROUGH CHARGES (JUN 2020)	29
I.24	52.216-7 ALLOWABLE COST AND PAYMENT (AUG 2018)	29
I.25	52.216-8 FIXED FEE (JUN 2011)	29
I.26	52.217-2 CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997)	29
I.27	52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)	29
I.28	52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)	29
I.29	52.219-9 IISmall BUSINESS SUBCONTRACTING PLAN (SEP 2021)--ALTERNATE II (JUN 2020)	29
I.30	52.219-16LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (SEP 2021)	29
I.31	52.219-28POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)	29
I.32	52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)	29
I.33	52.222-3 CONVICT LABOR (JUN 2003)	29
I.34	52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS --OVERTIME COMPENSATION (MAY 2018)	29
I.35	52.222-17{52.222-17} [Reserved]	29
I.36	52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)	29
I.37	52.222-26 EQUAL OPPORTUNITY (SEPT 2016)	29
I.38	52.222-35EQUAL OPPORTUNITY FOR VETERANS. (JUN 2020)	30
I.39	52.222-36EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)	30
I.40	52.222-37EMPLOYMENT REPORTS ON VETERANS (JUN 2020)	30
I.41	52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)	30
I.42	52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG 2018)	30
I.43	52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018)	30
I.44	52.222-50COMBATING TRAFFICKING IN PERSONS (OCT 2020)	30
I.45	52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)	30

I.46	52.223-6 DRUG-FREE WORKPLACE (MAY 2001).....	30
I.47	52.223-18ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)....	30
I.48	52.224-1 PRIVACY ACT NOTIFICATION (APR 1984).....	30
I.49	52.224-2 PRIVACY ACT (APR 1984).....	30
I.50	52.225-13RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021).....	30
I.51	52.227-17 RIGHTS IN DATA--SPECIAL WORKS (DEC 2007).....	30
I.52	52.228-7 INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996).....	30
I.53	52.230-2COST ACCOUNTING STANDARDS (JUN 2020).....	30
I.54	52.230-3DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (JUN 2020).....	30
I.55	52.230-5COST ACCOUNTING STANDARDS--EDUCATIONAL INSTITUTION (JUN 2020).....	30
I.56	52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010).....	31
I.57	52.232-1 PAYMENTS (APR 1984).....	31
I.58	52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984).....	31
I.59	52.232-11 EXTRAS (APR 1984).....	31
I.60	52.232-17 INTEREST (MAY 2014).....	31
I.61	52.232-18 AVAILABILITY OF FUNDS (APR 1984).....	31
I.62	52.232-22 LIMITATION OF FUNDS (APR 1984).....	31
I.63	52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014).....	31
I.64	52.232-25 PROMPT PAYMENT (JAN 2017).....	31
I.65	52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT (OCT 2018).....	31
I.66	52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013).....	31
I.67	52.233-1 I DISPUTES (MAY 2014)--ALTERNATE I (DEC 1991).....	31
I.68	52.233-3 PROTEST AFTER AWARD (AUG 1996).....	31
I.69	52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004).....	31
I.70	52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984).....	31
I.71	52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997).....	31
I.72	52.242-13 BANKRUPTCY (JUL 1995).....	31
I.73	52.243-2 I CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE I (APR 1984).....	31
I.74	52.244-2 ISUBCONTRACTS (JUN 2020)--ALTERNATE I (JUN 2020).....	32
I.75	52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996).....	32
I.76	52.244-6SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2021).....	32
I.77	52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997).....	32
I.78	52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004).....	32
I.79	52.249-14 EXCUSABLE DELAYS (APR 1984).....	32
I.80	52.252-6AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020).....	32
I.81	52.253-1 COMPUTER GENERATED FORMS (JAN 1991).....	32
I.82	3452.208-72 PAPERWORK REDUCTION ACT (MAY 2011).....	32
I.83	3452.232-70 LIMITATION OF COST OR FUNDS (MAY 2011).....	32
I.84	3452.242-70 LITIGATION AND CLAIMS (MAY 2011).....	32
I.85	3452.242-73 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES (MAY 2011).....	32
I.86	52.204-24REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020).....	32
I.87	52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013).....	34
I.88	52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	34
I.89	3452.224-72 RESEARCH ACTIVITIES INVOLVING HUMAN SUBJECTS (MAY 2011).....	34
I.90	3452.204-72 DEVIATION (JUN 2021)Contractor Security Vetting Requirements. (DEVIATION) (JUN 2021).....	35
I.91	3452.239-72 DEVIATION (JUN 2021)Department Security and Privacy Requirements for Information Technology Procurements (DEVIATION) (JUN 2021).....	37

SECTION J LIST OF ATTACHMENTS.....	38
J.1 309-1aLIST OF ATTACHMENTS.....	38
J.2 REL PWS.....	39
J.3 Deliverable Schedule.....	111
J.4 Key Personnel.....	152

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 302-2 SCOPE OF WORK (FEBRUARY 1985)

The contractor shall furnish all personnel, materials, services, and facilities necessary to perform the requirements set forth in the Statement of Work, Attachment A . This shall also be done in accordance with the specified General and Special Provisions and the contractor's final technical proposal, which are hereby incorporated by reference as a part of the contract.

SECTION D

PACKAGING AND MARKING

D.1 303-1 SHIPMENT AND MARKING (MARCH 1986)

(a) The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract.

(b) Ship deliverable items to:

Erin Pollard at erin.pollard@ed.gov

(c) Mark deliverables for: Erin Pollard at erin.pollard@ed.gov

SECTION E

INSPECTION AND ACCEPTANCE

E.1 52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)
(Reference 52.246-5)

SECTION F

DELIVERIES OR PERFORMANCE

F.1 52.242-15 STOP-WORK ORDER (AUG 1989)
(Reference 52.242-15)

F.2 52.242-15 I STOP-WORK ORDER (AUG 1989)--ALTERNATE I (APR 1984)
(Reference 52.242-15 I)

F.3 305-4 PERIOD OF PERFORMANCE (MARCH 1986)

The period of performance shall be from January 24, 2022 to January 23, 2027 , inclusive of all specified deliveries and/or task work.

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 3452.201-70 CONTRACTING OFFICER`s REPRESENTATIVE (COR) (MAY 2011)

(a) The Contracting Officer`s Representative (COR) is responsible for the technical aspects of the project, technical liaison with the contractor, and any other responsibilities that are specified in the contract. These responsibilities include inspecting all deliverables, including reports, and recommending acceptance or rejection to the contracting officer.

(b) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes that affect the contract price, terms, or conditions. Any contractor requests for changes shall be submitted in writing directly to the contracting officer or through the COR. No such changes shall be made without the written authorization of the contracting officer.

(c) The COR`s name and contact information: Erin Pollard at erin.pollard@ed.gov

(d) The COR may be changed by the Government at any time, but notification of the change, including the name and address of the successor COR, will be provided to the contractor by the contracting officer in writing.

(End of Clause)

G.2 306-1b INVOICE AND CONTRACT FINANCING REQUESTS SUBMISSION - IPP (DECEMBER 2013)

(a) Payments shall be rendered in accordance with the identified payment schedule(s), and any other incorporated payment clause(s), specified rates, and/or fixed price amounts.

(b) The contractor shall submit invoices electronically by means of the web-based system, Invoice Processing Platform (IPP) that can be accessed at: <http://www.ipp.gov/>. All submitted invoices must be accompanied by supporting documentation in accordance with the contract's terms and conditions. The supporting documentation shall be submitted in the following formats: Adobe Acrobat (pdf), Microsoft Word (doc), Pictures (jpeg), Microsoft Excel (excel), and Microsoft Outlook message (msg).

(c) Invoice Number Format - The format for the invoice shall be the contract number followed by the invoice number. The invoice number shall have no spaces, dashes, or other special characters. The invoice number cannot exceed 21 characters. Examples of acceptable invoice number formats are as follows:

Example 1, Definitive Contract:

Contract Number: ED-ABC-13-C-1234

Contractor's Invoice No.: 15897126341

IPP Invoice No.: EDABC13C1234158971263 (Note that the "-" characters were removed due to the requirement of not having special characters and the last two digits ["41"] from the contractor's invoice number were removed due to the 21 character limitation)

Example 2, Task/Delivery Order Contract:

Contract Number: ED-CDE-13-A-4567/0001

Contractor's Invoice No.: 158971263

IPP Invoice No.: EDCDE13A4567000115897 (Note that the "/" and "-" characters were removed due to the requirement of not having special characters and the last four digits ["1263"] from the contractor's invoice number were removed due to the 21 character limitation)

(d) If the Contractor has not already established an IPP account that is active, an IPP account will be automatically created on behalf of the Contractor. The automatically created IPP account will be issued to the Designated Primary Administrator, which will be the individual that has been identified in the "Accounts Receivable POC" Section of the Contractor's System for Award Management (SAM) registration located at <https://www.sam.gov/portal/public/SAM/>.

(e) Within ten (10) business days of the Contractor entering or updating the Accounts Receivable POC information within the Contractor's SAM registration, the Designated Primary Administrator will receive an email from the IPP Customer Support Team containing the Designated Primary Administrator's IPP username. Within 24 hours of receiving the initial email, the Designated Primary Administrator will receive a second email containing their IPP password. Once both emails have been received, the Designated Primary Administrator must log into IPP and complete the registration process.

(f) The Contractor's Designated Primary Administrator will be authorized to further designate other administrators under the Contractor's IPP account who may submit invoices on behalf of the Contractor.

(g) The Contractor must ensure that the "Accounts Receivable POC" Section of its SAM registration is accurate and up to date.

(h) In the event that an invoice is rejected, the contractor shall make the necessary corrections and resubmit the invoice by means of IPP. Any questions, concerns, or issues regarding the use of IPP should be directed to IPP Customer Support Team, as identified at <http://www.ipp.gov/>

G.3 306-9 PROVISIONAL AND NEGOTIATED FINAL OVERHEAD RATES (OCTOBER 1993)

(a) Pending the establishment of final indirect cost rates, as required by the clause entitled "Allowable Cost and Payment" FAR 52.216-7, the Contractor shall be reimbursed for its indirect costs on the basis of the negotiated provisional, or billing, rates as set forth below. Those rates shall remain in effect until the contract is modified to incorporate either negotiated final indirect rates, as directed by either paragraph (d) or (f) of the same clause, as applicable, or revised provisional indirect cost rates, as explained in paragraph (e).

(b) The provisional overhead rate(s) applicable to this contract:

Fringe Benefits: 48.4%

Overhead: 0%

F&A:30%

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 3452.202-1 DEFINITIONS--DEPARTMENT OF EDUCATION (MAY 2011)

(a) The definitions at FAR 2.101 are appended with those contained in Education Department Acquisition Regulations (EDAR) 3402.101.

(b) The EDAR is available via the Internet at www.ed.gov/policy/fund/reg/clibrary/edar.html.

(End of Clause)

H.2 3452.208-71 PRINTING (MAY 2011)

Unless otherwise specified in this contract, the contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract; except that performance involving the duplication of fewer than 5,000 units of any one page, or fewer than 25,000 units in the aggregate of multiple pages, shall not be deemed to be printing. A unit is defined as one side of one sheet, one color only (with black counting as a color), with a maximum image size of 10 3/4 by 14 1/4 inches on a maximum paper size of 11 by 17 inches. Examples of counting the number of units: black plus one additional color on one side of one page counts as two units. Three colors (including black) on two sides of one page count as six units.

(End of Clause)

H.3 3452.208-72 PAPERWORK REDUCTION ACT (MAY 2011)

(a) The Paperwork Reduction Act of 1995 applies to contractors that collect information for use or disclosure by the Federal government. If the contractor will collect information requiring answers to identical questions from 10 or more people, no plan, questionnaire, interview guide, or other similar device for collecting information may be used without first obtaining clearance from the Chief Acquisition Officer (CAO) or the CAO's designee within the Department of Education (ED) and the Office of Management and Budget (OMB). Contractors and Contracting Officers' Representatives shall be guided by the provisions of 5 CFR part 1320, Controlling Paperwork Burdens on the Public, and should seek the advice of the Department's Paperwork Clearance Officer to determine the procedures for acquiring CAO and OMB clearance.

(b) The contractor shall obtain the required clearances through the Contracting Officer's Representative before expending any funds or making public contacts for the collection of information described in paragraph (a) of this clause. The authority to expend funds and proceed with the collection shall be in writing by the contracting officer. The contractor must plan at least 120 days for CAO and OMB clearance. Excessive delay caused by the Government that arises out of causes beyond the control and without the fault or negligence of the contractor will be considered in accordance with the Excusable Delays or Default clause of this contract.

(End of Clause)

H.4 3452.209-71 CONFLICT OF INTEREST (MAY 2011)

(a)

(1) The contractor, subcontractor, employee, or consultant, has certified that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest, (see FAR Subpart 9.5 for organizational conflicts of interest), (or apparent conflict of interest) for the organization or any of its staff, and that the contractor, subcontractor, employee, or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee, or consultant). Conflicts may arise in the following situations:

(i) Unequal access to information - A potential contractor, subcontractor, employee, or consultant has access to non-public information through its performance on a government contract.

(ii) Biased ground rules - A potential contractor, subcontractor, employee, or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract.

(iii) Impaired objectivity - A potential contractor, subcontractor, employee, or consultant, or member of their immediate family (spouse, parent, or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility. "Impaired objectivity" includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:

(A) Financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;

(B) Significant connections to teaching methodologies that might require or encourage the use of specific products, property, or services; or

(C) Significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property, or services.

(2) Offerors must provide the disclosure described above on any actual or potential conflict (or apparent conflict of interest) of interest regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

(3) In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict (or apparent conflict of interest), including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

(b) The contractor, subcontractor, employee, or consultant agrees that if "impaired objectivity", or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the contractor has taken or proposes to take, after consultation with the contracting officer, to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

(c) Remedies. The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict (or apparent conflict of interest) after award and did not disclose or misrepresented relevant information to the contracting officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of 18 U.S.C. 1001 and fines of up to \$5000 for violation of 31 U.S.C. 3802. Further remedies include suspension or debarment from contracting with the Federal government. The contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest.

An example of such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest.

(d) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee, or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the contracting officer.

(e) The contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions that conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (e).

(End of Clause)

H.5 3452.215-70 RELEASE OF RESTRICTED DATA (MAY 2011)

(a) Offerors are hereby put on notice that regardless of their use of the legend set forth in FAR 52.215-1(e), Restriction on Disclosure and Use of Data, the Government may be required to release certain data contained in the proposal in response to a request for the data under the Freedom of Information Act (FOIA). The Government's determination to withhold or disclose a record will be based upon the particular circumstance involving the data in question and whether the data may be

exempted from disclosure under FOIA. In accordance with Executive Order 12650 and to the extent permitted by law, the Government will notify the offeror before it releases restricted data.

(b) By submitting a proposal or quotation in response to this solicitation:

(1) The offeror acknowledges that the Department may not be able to withhold or deny access to data requested pursuant to FOIA and that the Government's FOIA officials shall make that determination;

(2) The offeror agrees that the Government is not liable for disclosure if the Department has determined that disclosure is required by FOIA;

(3) The offeror acknowledges that proposals not resulting in a contract remain subject to FOIA; and

(4) The offeror agrees that the Government is not liable for disclosure or use of unmarked data and may use or disclose the data for any purpose, including the release of the information pursuant to requests under FOIA.

(c) Offerors are cautioned that the Government reserves the right to reject any proposal submitted with:

(1) A restrictive legend or statement differing in substance from the one required by the solicitation provision in FAR 52.215-1(e), Restriction on Disclosure and Use of Data, or

(2) A statement taking exceptions to the terms of paragraphs (a) or (b) of this provision.

(End of Provision)

H.6 3452.224-70 RELEASE OF INFORMATION UNDER THE FREEDOM OF INFORMATION ACT (MAY 2011)

By entering into a contract with the Department of Education, the contractor, without regard to proprietary markings, approves the release of the entire contract and all related modifications and task orders including, but not limited to:

(1) Unit prices, including labor rates;

(2) Statements of Work/Performance Work Statements generated by the contractor;

(3) Performance requirements, including incentives, performance standards, quality levels, and service level agreements;

(4) Reports, deliverables, and work products delivered in performance of the contract (including quality of service, performance against requirements/standards/service level agreements);

(5) Any and all information, data, software, and related documentation first provided under the contract;

(6) Proposals or portions of proposals incorporated by reference; and

(7) Other terms and conditions.

(End of Clause)

H.7 3452.224-71 NOTICE ABOUT RESEARCH ACTIVITIES INVOLVING HUMAN SUBJECTS (MAY 2011)

(a) Applicable Regulations. In accordance with Department of Education regulations on the protection of human subjects, title 34, Code of Federal Regulations, part 97 ("the regulations"), the contractor, any subcontractors, and any other entities engaged in covered (nonexempt) research activities are required to establish and maintain procedures for the protection of human subjects.

(b) Definitions.

(1) The regulations define research as "a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge."

(34 CFR 97.102(d)). If an activity follows a deliberate plan designed to develop or contribute to generalizable knowledge, it is research. Research includes activities that meet this definition, whether or not they are conducted under a program considered research for other purposes. For example, some demonstration and service programs may include research activities.

(2) The regulations define a human subject as a living individual about whom an investigator (whether professional or student) conducting research obtains data through intervention or interaction with the individual, or obtains identifiable private information. (34 CFR 97.102(f)). The definition of a human subject is met if an activity involves obtaining--

(i) Information about a living person by--

(A) Manipulating that person's environment, as might occur when a new instructional technique is tested; or

(B) Communicating or interacting with the individual, as occurs with surveys and interviews; or

(ii) Private information about a living person in such a way that the information can be linked to that individual (the identity of the subject is or may be readily determined by the investigator or associated with the information). Private information includes information about behavior that occurs in a context in which an individual can reasonably expect that no observation or recording is taking place, and information that has been provided for specific purposes by an individual and that an individual can reasonably expect will not be made public (for example, a school health record).

(c) Exemptions. The regulations provide exemptions from coverage for activities in which the only involvement of human subjects will be in one or more of the categories set forth in 34 CFR 97.101(b)(1)-(6). However, if the research subjects are children, the exemption at 34 CFR 97.101(b)(2) (i.e., research involving the use of educational tests, survey procedures, interview procedures or observation of public behavior) is modified by 34 CFR 97.401(b), as explained in paragraph (d) of this provision. Research studies that are conducted under a Federal statute that requires without exception that the confidentiality of the personally identifiable information will be maintained throughout the research and thereafter, e.g., the Institute of Education Sciences confidentiality statute, 20 U.S.C. 9573, are exempt under 34 CFR 97.101(b)(3)(ii).

(d) Children as research subjects. Paragraph (a) of 34 CFR 97.402 of the regulations defines children as "persons who have not attained the legal age for consent to treatments or procedures involved in the research, under the applicable law of the jurisdiction in which the research will be conducted." Paragraph (b) of 34 CFR 97.401 of the regulations provides that, if the research involves children as subjects--

(1) The exemption in 34 CFR 97.101(b)(2) does not apply to activities involving--

(i) Survey or interview procedures involving children as subjects; or

(ii) Observations of public behavior of children in which the investigator or investigators will participate in the activities being observed.

(2) The exemption in 34 CFR 97.101(b)(2) continues to apply, unmodified by 34 CFR 97.401(b), to--

(i) Educational tests; and

(ii) Observations of public behavior in which the investigator or investigators will not participate in the activities being observed.

(e) Proposal Instructions. An offeror proposing to do research that involves human subjects must provide information to the Department on the proposed exempt and nonexempt research activities. The offeror should submit this information as an attachment to its technical proposal. No specific page limitation applies to this requirement, but the offeror should be brief and to the point.

(1) For exempt research activities involving human subjects, the offeror should identify the exemption(s) that applies and provide sufficient information to allow the Department to determine that the designated exemption(s) is appropriate. Normally, the narrative on the exemption(s) can be provided in one paragraph.

(2) For nonexempt research activities involving human subjects, the offeror must cover the following seven points in the information it provides to the Department:

(i) Human subjects' involvement and characteristics: Describe the characteristics of the subject population, including their anticipated number, age range, and health status. Identify the criteria for inclusion or exclusion of any subpopulation. Explain the rationale for the involvement of special classes of subjects, such as children, children with disabilities, adults with disabilities, persons with mental disabilities, pregnant women, institutionalized individuals, or others who are likely to be vulnerable.

(ii) Sources of materials: Identify the sources of research material obtained from or about individually identifiable living human subjects in the form of specimens, records, or data.

(iii) Recruitment and informed consent: Describe plans for the recruitment of subjects and the consent procedures to be followed.

(iv) Potential risks: Describe potential risks (physical, psychological, social, financial, legal, or other) and assess their likelihood and seriousness. Where appropriate, discuss alternative treatments and procedures that might be advantageous to the subjects.

(v) Protection against risk: Describe the procedures for protecting against or minimizing potential risks, including risks to confidentiality, and assess their likely effectiveness. Where appropriate, discuss provisions for ensuring necessary medical or professional intervention in the event of adverse effects to the subjects. Also, where appropriate, describe the provisions for monitoring the data collected to ensure the safety of the subjects.

(vi) Importance of knowledge to be gained: Discuss why the risks to the subjects are reasonable in relation to the importance of the knowledge that may reasonably be expected to result.

(vii) Collaborating sites: If research involving human subjects will take place at collaborating site(s), name the sites and briefly describe their involvement or role in the research. Normally, the seven-point narrative can be provided in two pages or less.

(3) If a reasonable potential exists that a need to conduct research involving human subjects may be identified after award of the contract and the offeror's proposal contains no definite plans for

such research, the offeror should briefly describe the circumstances and nature of the potential research involving human subjects.

(f) Assurances and Certifications.

(1) In accordance with the regulations and the terms of this provision, all contractors and subcontractors that will be engaged in covered human subjects research activities shall be required to comply with the requirements for Assurances and Institutional Review Board approvals, as set forth in the contract clause 3452.224-72 (Research activities involving human subjects).

(2) The contracting officer reserves the right to require that the offeror have or apply for the assurance and provide documentation of Institutional Review Board (IRB) approval of the research prior to award.

(g)

(1) The regulations, and related information on the protection of human research subjects, can be found on the Department's protection of human subjects in research Web site: <http://ed.gov/about/offices/list/ocfo/humansub.html>.

(2) Offerors may also contact the following office to obtain information about the regulations for the protection of human subjects and related policies and guidelines:

Protection of Human Subjects Coordinator
U.S. Department of Education
Office of the Chief Financial Officer
Financial Management Operations
400 Maryland Avenue, SW.
Washington, DC 20202-4331
Telephone: (202) 245 8090.

(End of Provision)

H.8 3452.227-71 ADVERTISING OF AWARDS (MAY 2011)

The contractor agrees not to refer to awards issued by, or products or services delivered to, the Department of Education in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed by the Federal government or is considered by the Federal government to be superior to other products or services.

(End of Clause)

H.9 3452.227-72 USE AND NON-DISCLOSURE AGREEMENT (MAY 2011)

(a) Except as provided in paragraph (b) of this clause, proprietary data, technical data, or computer software delivered to the Government with restrictions on use, modification, reproduction, release, performance, display, or disclosure may not be provided to third parties unless the intended recipient completes and signs the use and non-disclosure agreement in paragraph (c) of this clause prior to release or disclosure of the data.

(1) The specific conditions under which an intended recipient will be authorized to use, modify, reproduce, release, perform, display, or disclose proprietary data or technical data subject to limited rights, or computer software subject to restricted rights must be stipulated in an attachment to the use and non-disclosure agreement.

(2) For an intended release, disclosure, or authorized use of proprietary data, technical data, or computer software subject to special license rights, modify paragraph (c)(1)(iv) of this clause to enter the conditions, consistent with the license requirements, governing the recipient's obligations regarding use, modification, reproduction, release, performance, display, or disclosure of the data or software.

(b) The requirement for use and non-disclosure agreements does not apply to Government contractors that require access to a third party's data or software for the performance of a Government contract that contains the 3452.227-73 clause, Limitations on the use or disclosure of Government-furnished information marked with restrictive legends.

(c) The prescribed use and non-disclosure agreement is:

Use and Non-Disclosure Agreement

The undersigned, _____, an authorized representative of the _____, (which is hereinafter referred to as the "recipient") requests the Government to provide the recipient with proprietary data, technical data, or computer software (hereinafter referred to as "data") in which the Government's use, modification, reproduction, release, performance, display, or disclosure rights are restricted. Those data are identified in an attachment to this

agreement. In consideration for receiving such data, the recipient agrees to use the data strictly in accordance with this agreement.

(1) The recipient shall--

(i) Use, modify, reproduce, release, perform, display, or disclose data marked with Small Business Innovative Research (SBIR) data rights legends only for government purposes and shall not do so for any commercial purpose. The recipient shall not release, perform, display, or disclose these data, without the express written permission of the contractor whose name appears in the restrictive legend (the contractor), to any person other than its subcontractors or suppliers, or prospective subcontractors or suppliers, who require these data to submit offers for, or perform, contracts with the recipient. The recipient shall require its subcontractors or suppliers, or prospective subcontractors or suppliers, to sign a use and non-disclosure agreement prior to disclosing or releasing these data to such persons. Such an agreement must be consistent with the terms of this agreement.

(ii) Use, modify, reproduce, release, perform, display, or disclose proprietary data or technical data marked with limited rights legends only as specified in the attachment to this agreement. Release, performance, display, or disclosure to other persons is not authorized unless specified in the attachment to this agreement or expressly permitted in writing by the contractor.

(iii) Use computer software marked with restricted rights legends only in performance of contract number _____. The recipient shall not, for example, enhance, decompile, disassemble, or reverse engineer the software; time share; or use a computer program with more than one computer at a time. The recipient may not release, perform, display, or disclose such software to others unless expressly permitted in writing by the licensor whose name appears in the restrictive legend.

(iv) Use, modify, reproduce, release, perform, display, or disclose data marked with special license rights legends [To be completed by the contracting officer. See paragraph (a)(2) of this clause. Omit if none of the data requested is marked with special license rights legends].

(2) The recipient agrees to adopt or establish operating procedures and physical security measures designed to protect these data from inadvertent release or disclosure to unauthorized third parties.

(3) The recipient agrees to accept these data "as is" without any Government representation as to suitability for intended use or warranty whatsoever. This disclaimer does not affect any obligation the Government may have regarding data specified in a contract for the performance of that contract.

(4) The recipient may enter into any agreement directly with the contractor with respect to the use, modification, reproduction, release, performance, display, or disclosure of these data.

(5) The recipient agrees to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of data received from the Government with restrictive legends by the recipient or any person to whom the recipient has released or disclosed the data.

(6) The recipient is executing this agreement for the benefit of the contractor. The contractor is a third party beneficiary of this agreement who, in addition to any other rights it may have, is intended to have the rights of direct action against the recipient or any other person to whom the recipient has released or disclosed the data, to seek damages from any breach of this agreement, or to otherwise enforce this agreement.

(7) The recipient agrees to destroy these data, and all copies of the data in its possession, no later than 30 days after the date shown in paragraph (8) of this agreement, to have all persons to whom it released the data do so by that date, and to notify the contractor that the data have been destroyed.

(8) This agreement shall be effective for the period commencing with the recipient's execution of this agreement and ending upon _____. The obligations imposed by this agreement shall survive the expiration or termination of the agreement.

Recipient's Business Name

Authorized Representative

Date

Representative's Typed Name and Title

(End of Clause)

H.10 3452.227-73 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2011)

(a) For contracts under which data are to be produced, furnished, or acquired, the terms limited rights and restricted rights are defined in the rights in data--general clause (FAR 52.227-14).

(b) Proprietary data, technical data, or computer software provided to the contractor as Government-furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

(1) Proprietary data with legends that serve to restrict disclosure or use of data. The contractor shall use, modify, reproduce, perform, or display proprietary data received from the Government with proprietary or restrictive legends only in the performance of this contract. The contractor shall not, without the express written permission of the party who owns the data, release, or disclose such data or software to any person.

(2) GFI marked with limited or restricted rights legends. The contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends or computer software received with restricted rights legends only in the performance of this contract. The contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any person.

(3) GFI marked with specially negotiated license rights legends. The contractor shall use, modify, reproduce, release, perform, or display proprietary data, technical data, or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the use and non-disclosure agreement. The contractor shall modify paragraph (c)(1)(iii) of the use and non-disclosure agreement (3452.227-72) to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.

(c) Indemnification and creation of third party beneficiary rights.

(1) The contractor agrees to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of proprietary data, technical data, or computer software received from the Government with restrictive legends by the contractor or any person to whom the contractor has released or disclosed such data or software.

(2) The contractor agrees that the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the contractor, or any person to whom the contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of proprietary data, technical data, or computer software subject to restrictive legends.

(End of Clause)

H.11 3452.228-70 REQUIRED INSURANCE (MAY 2011)

(a) The contractor shall procure and maintain such insurance as required by law or regulation, including but not limited to the requirements of FAR Subpart 28.3. Prior written approval of the contracting officer shall be required with respect to any insurance policy, the premiums for which the contractor proposes to treat as a direct cost under this contract, and with respect to any proposed qualified program of self-insurance. The terms of any other insurance policy shall be submitted to the contracting officer for approval upon request.

(b) Unless otherwise authorized in writing by the contracting officer, the contractor shall not procure or maintain for its own protection any insurance covering loss or destruction of, or damage to, Government property.

(End of Clause)

H.12 3452.232-70 LIMITATION OF COST OR FUNDS (MAY 2011)

(a) Under the circumstances in FAR 32.704(a)(1), the contractor shall submit the following information in writing to the contracting officer:

- (1) Name and address of the contractor.
- (2) Contract number and expiration date.

(3) Contract items and amounts that will exceed the estimated cost of the contract or the limit of the funds allotted.

(4) The elements of cost that changed from the original estimate (for example: labor, material, travel, overhead), furnished in the following order:

- (i) Original estimate.
- (ii) Costs incurred to date.
- (iii) Estimated cost to completion.
- (iv) Revised estimate.
- (v) Amount of adjustment.

(5) The factors responsible for the increase.

(6) The latest date by which funds must be available to the contractor to avoid delays in performance, work stoppage, or other impairments.

(b) A fixed fee provided in a contract may not be changed if a cost overrun is funded. Changes in a fixed fee may be made only to reflect changes in the scope of work that justify an increase or decrease in the fee.

(End of Clause)

H.13 3452.237-70 SERVICES OF CONSULTANTS (MAY 2011)

Except as otherwise expressly provided elsewhere in this contract, and notwithstanding the provisions of the clause of the contract entitled "Subcontracts" (FAR 52.244-2), the prior written approval of the contracting officer shall be required--

- (a) If any employee of the contractor is to be paid as a "consultant" under this contract; and
- (b)

(1) For the utilization of the services of any consultant under this contract exceeding the daily rate set forth elsewhere in this contract or, if no amount is set forth, \$800, exclusive of travel costs, or if the services of any consultant under this contract will exceed 10 days in any calendar year.

(2) If that contracting officer's approval is required, the contractor shall obtain and furnish to the contracting officer information concerning the need for the consultant services and the reasonableness of the fee to be paid, including, but not limited to, whether fees to be paid to any consultant exceed the lowest fee charged by the consultant to others for performing consultant services of a similar nature.

(End of Clause)

H.14 3452.237-71 OBSERVANCE OF ADMINISTRATIVE CLOSURES (MAY 2011)

(a) The contract schedule identifies all Federal holidays that are observed under this contract. Contractor performance is required under this contract at all other times, and compensated absences are not extended due to administrative closures of Government facilities and operations due to inclement weather, Presidential decree, or other administrative issuances where Government personnel receive early dismissal instructions.

(b) In cases of contract performance at a Government facility when the facility is closed, the vendor may arrange for performance to continue during the closure at the contractor's site, if appropriate.

(End of Clause)

H.15 3452.239-70 INTERNET PROTOCOL VERSION 6 (MAY 2011)

(a) Any system hardware, software, firmware, or networked component (voice, video, or data) developed, procured, or acquired in support or performance of this contract shall be capable of transmitting, receiving, processing, forwarding, and storing digital information across system boundaries utilizing system packets that are formatted in accordance with commercial standards of Internet protocol (IP) version 6 (IPv6) as set forth in Internet Engineering Task Force (IETF) Request for Comments (RFC) 2460 and associated IPv6-related IETF RFC standards. In addition, this system shall maintain interoperability with IPv4 systems and provide at least the same level of performance and reliability capabilities of IPv4 products.

(b) Specifically, any new IP product or system developed, acquired, or produced must--

- (1) Interoperate with both IPv6 and IPv4 systems and products; and
- (2) Have available contractor/vendor IPv6 technical support for development and implementation and fielded product management.
- (c) Any exceptions to the use of IPv6 require the agency's CIO to give advance, written approval.

(End of Clause)

H.16 3452.242-70 LITIGATION AND CLAIMS (MAY 2011)

- (a) The contractor shall give the contracting officer immediate notice in writing of--
 - (1) Any legal action, filed against the contractor arising out of the performance of this contract, including any proceeding before any administrative agency or court of law, and also including, but not limited to, the performance of any subcontract hereunder; and
 - (2) Any claim against the contractor for cost that is allowable under the "allowable cost and payment" clause.
- (b) Except as otherwise directed by the contracting officer, the contractor shall immediately furnish the contracting officer copies of all pertinent papers received under that action or claim.
- (c) If required by the contracting officer, the contractor shall--
 - (1) Effect an assignment and subrogation in favor of the Government of all the contractor's rights and claims (except those against the Government) arising out of the action or claim against the contractor; and
 - (2) Authorize the Government to settle or defend the action or claim and to represent the contractor in, or to take charge of, the action.
- (d) If the settlement or defense of an action or claim is undertaken by the Government, the contractor shall furnish all reasonable required assistance. However, if an action against the contractor is not covered by a policy of insurance, the contractor shall notify the contracting officer and proceed with the defense of the action in good faith.
- (e) To the extent not in conflict with any applicable policy of insurance, the contractor may, with the contracting officer's approval, settle any such action or claim.
- (f)
 - (1) The Government shall not be liable for the expense of defending any action or for any costs resulting from the loss thereof to the extent that the contractor would have been compensated by insurance that was required by law, regulation, contract clause, or other written direction of the contracting officer, but that the contractor failed to secure through its own fault or negligence.
 - (2) In any event, unless otherwise expressly provided in this contract, the contractor shall not be reimbursed or indemnified by the Government for any cost or expense of liability that the contractor may incur or be subject to by reason of any loss, injury, or damage, to the person or to real or personal property of any third parties as may arise from the performance of this contract.

(End of Clause)

H.17 3452.242-71 NOTICE TO THE GOVERNMENT OF DELAYS (MAY 2011)

The contractor shall notify the contracting officer of any actual or potential situation, including but not limited to labor disputes, that delays or threatens to delay the timely performance of work under this contract. The contractor shall immediately give written notice thereof, including all relevant information.

(End of Clause)

H.18 3452.242-73 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES (MAY 2011)

The contractor shall assure that any meeting, conference, or seminar held pursuant to the contract will meet all applicable standards for accessibility to persons with disabilities pursuant to section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and any implementing regulations of the Department.

(End of Clause)

H.19 3452.243-70 KEY PERSONNEL (MAY 2011)

(a) The personnel designated as key personnel in this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, or otherwise substituting any other personnel for specified personnel, the contractor shall notify the contracting officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract effort. No diversion or substitution shall be made by the contractor without written consent of the contracting officer; provided, that the contracting officer may ratify a diversion or substitution in writing and that ratification shall constitute the consent of the contracting officer required by this clause. The contract shall be modified to reflect the addition or deletion of key personnel.

(b) The following personnel have been identified as Key Personnel in the performance of this contract:

Labor Category	Name
See Attachment C	

(End of Clause)

H.20 31.205.70 FOOD COSTS

No food may be provided under this contract or in association with this contract unless consent is provided below. The cost of food under this contract is unallowable unless the contractor receives written consent from the Contracting Officer prior to the incurrence of the cost. If the contractor wishes to be reimbursed for a food cost, it must make a request in writing at least 21 days prior to the day that costs would be incurred. The contractor shall include in its request the following: the purpose of the event at which the food will be served, why the food is integral to fulfill a government requirement in the contract, and the proposed costs. The lack of a timely response from the Contracting Officer shall not constitute constructive acceptance of the allowability of the proposed charge. Consent is hereby given to the contractor to Not Applicable .

H.21 31.205.71 TRAVEL COSTS

No invitational travel (defined as: Official government travel conducted by a non-federal employee in order to provide a "direct service" [i.e. presenting on a topic, serving as a facilitator, serving on a Federal Advisory Committee Act, or advising in an area of expertise] to the government) may be provided under this contract or in association with this contract unless consent is provided below. The cost of invitational travel under this contract is unallowable unless the contractor receives written consent from the Contracting Officer prior to the incurrence of the cost. If the contractor wishes to be reimbursed for a cost related to invitational travel, it must make a request in writing at least 21 days prior to the day that costs would be incurred. The contractor shall include in its request the following: why the invitational travel cost is integral to fulfill a government requirement in the contract, and the proposed cost that must be in accordance with federal travel regulations . The lack of a timely response from the Contracting Officer shall not constitute constructive acceptance of the allowability of the proposed charge. Consent is hereby given to the contractor to travel in accordance with the contractor's Updated Annual Plan .

H.22 307-5 PAYMENT OF TRAVEL EXPENSES AND FEES FOR ED EMPLOYEES (MARCH 1985)

The Contractor shall not use any contract funds, or funds from other sources, to pay the travel expenses of, or a fee to, ED employees for lectures, attending program functions, or any other activities in connection with this contract.

H.23 307-12 CONSENT TO SUBCONTRACT (AUGUST 1998)

Consent is hereby given to the contractor to subcontract with American Institutes for Research
RMC Research Corporation
Instructional Research Group
MK Educational Research & Practice, LLC
Research Triangle International
SERVE Center at University of North Carolina- Greensboro in the amount stated in its final proposal revision.

H.24 307-19 REDACTED PROPOSALS (DECEMBER 1998)

The contractor shall provide a redacted copy of its successful technical proposal to the Contracting Officer within five (5) days after contract award. The redacted proposal shall be suitable for

release by the Government under a Freedom of Information Act (FOIA) request. The redacted proposal shall be submitted in an electronic format that is readable by Microsoft Office applications.

H.25 313.237-72 CLEARANCE OF CONFERENCES/MEETINGS (FEBRUARY 2015):

Any hotel/venue contract that the Contractor negotiates must be reviewed by and receive concurrence from a Conference Policy and Operations Team member prior to final agreement. All hotel/venue contracts shall be submitted electronically via email to the cognizant Contracting Officer's Representative, with a carbon copy to the Contracting Officer, who will ensure Conference Policy and Operations reviews the contract.

Complimentary Items "Comps": The Contractor does not have authority to negotiate or accept room upgrades for Department or Contractor staff. However, the Contractor is authorized to exercise its best efforts to obtain other Comps of necessary items/services that the Department would otherwise seek to procure in furtherance of the conference/meeting (i.e., meeting rooms, sleeping rooms, audio-visual equipment, etc.) Dual Compensation: Contractors are prohibited from receiving compensation from both the Department and any other source for conference planning performed pursuant to the terms of this Contract. If the Contractor receives any compensation from another source as a result of conference services performed for the Department, the Contractor shall report this compensation to the Contracting Officer and offset its invoice to the Department in an equal amount.

H.26 316-1 ACCESSIBILITY OF SOFTWARE (OCTOBER 1999)

The Department of Education (ED) considers universal

accessibility to information a priority for all its employees

and external customers, including individuals with disabilities.

Under Sections 504 and 508 of the Rehabilitation Act of 1973

(29 U.S.C. sections 794 and 794d, as amended), ED must ensure the

accessibility of its programs and activities, specifically its

obligation to acquire and use accessible electronic and

information technology. ED maintains the manual, "Requirements

for Accessible Software Design," to convey the accessibility

needs of the Department to the developers and suppliers

of computer applications. To comply with the provisions of this

clause, the contractor may use the edition of the ED manual

"Requirements for Accessible Software Design" in effect at

the date of award of this contract or any more recent edition.

A copy of the most recent edition of the manual may be found at

<http://www.ed.gov/fund/contract/apply/clibrary/software.html>

(a) Software delivered to or developed for ED--Except as provided in paragraph (b) or (c) of this clause, all software delivered to or developed for ED, under this contract, for use by ED's employees or external customers must meet all the requirements of the ED manual

"Requirements for Accessible Software Design." However, in accordance with paragraph (c) of this clause, the contracting officer may waive a particular requirement of the ED Manual, provided that ED's use of the software will meet the requirements of Sections 504 and 508 of the Rehabilitation Act of 1973 (29 U.S.C. sections 794

and 794d, as amended).

(b) Software enhanced or modified for ED--Any enhancements and other modifications, made under this contract to software for use by ED's employees or external customers, are subject to the requirements of paragraph (a) of this clause, regardless of where or how the software was first developed. Except as otherwise specified elsewhere in the contract schedule, the contractor is only required to ensure that enhancements or modifications (not other, preexisting features or components) of the software fully comply with the accessibility requirements of paragraph (a). However, the contractor is encouraged point out any preexisting features or components that do not meet accessibility requirements and to suggest solutions to ensure the software complies.

(c) Waiver of requirements--It is recognized that new technologies may provide solutions that are not envisioned in or consistent with the provisions of the manual "Requirements for Accessible Software Design." Also, compliance with certain requirements of the manual may not be feasible for the particular software required. In such extraordinary circumstances, the contracting officer may grant a waiver, in writing, to any requirement of the manual or of this clause if it furthers a public interest of ED and will not significantly impair ED's ability to ensure accessibility of its programs and activities to all its employees and external customers, including individuals with disabilities. To request a waiver, the contractor shall notify the contracting officer in writing, listing the specific accessibility requirements that would not be met and explaining how the accessibility of a particular feature can be achieved by alternative means or why it is not feasible to make a feature of the software accessible.

(d) Condition of payment--The contractor agrees that compliance with the provisions of this clause upon delivery of the software to ED is a condition of payment under this contract.

The following holidays are classified by the Office of Personnel and Management as Federal Holidays:

New Year's Day
Birthday of Martin Luther King, Jr.
Washington's Birthday
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

SECTION I
CONTRACT CLAUSES

- I.1 52.202-1 DEFINITIONS (JUN 2020)
(Reference 52.202-1)
- I.2 52.203-3 GRATUITIES (APR 1984)
(Reference 52.203-3)
- I.3 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)
(Reference 52.203-5)
- I.4 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)
(Reference 52.203-6)
- I.5 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)
(Reference 52.203-7)
- I.6 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
(Reference 52.203-8)
- I.7 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
(Reference 52.203-10)
- I.8 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
(Reference 52.203-12)
- I.9 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (JUN 2020)
(Reference 52.203-13)
- I.10 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)
(Reference 52.203-17)
- I.11 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
(Reference 52.204-4)
- I.12 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
(Reference 52.204-7)
- I.13 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)
(Reference 52.204-10)
- I.14 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
(Reference 52.204-13)
- I.15 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016)
(Reference 52.204-14)
- I.16 52.209-6 PROTECTING THE GOVERNMENT`S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020)
(Reference 52.209-6)
- I.17 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)
(Reference 52.209-9)
- I.18 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)
(Reference 52.209-10)

- I.19 52.210-1 MARKET RESEARCH (JUN 2020)
(Reference 52.210-1)
- I.20 52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)
(Reference 52.211-11)
- I.21 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 2020)
(Reference 52.215-2)
- I.22 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
(Reference 52.215-8)
- I.23 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (JUN 2020)
(Reference 52.215-23)
- I.24 52.216-7 ALLOWABLE COST AND PAYMENT (AUG 2018)
(Reference 52.216-7)
- I.25 52.216-8 FIXED FEE (JUN 2011)
(Reference 52.216-8)
- I.26 52.217-2 CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997)
(Reference 52.217-2)
- I.27 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)
(Reference 52.217-8)
- I.28 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)
(Reference 52.219-8)
- I.29 52.219-9 II SMALL BUSINESS SUBCONTRACTING PLAN (SEP 2021)--ALTERNATE II (JUN 2020)
(Reference 52.219-9 II)
- I.30 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (SEP 2021)
(Reference 52.219-16)
- I.31 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)
(Reference 52.219-28)
- I.32 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)
(Reference 52.222-2)

(The following clause shall apply as prescribed in FAR 22.202.)

- I.33 52.222-3 CONVICT LABOR (JUN 2003)
(Reference 52.222-3)
- I.34 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS --OVERTIME COMPENSATION (MAY 2018)
(Reference 52.222-4)
- I.35 52.222-17 {52.222-17} [Reserved]
(Reference 52.222-17)
- I.36 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
(Reference 52.222-21)

(The following clause shall apply as prescribed in FAR 22.8.)

- I.37 52.222-26 EQUAL OPPORTUNITY (SEPT 2016)
(Reference 52.222-26)

(The following clause shall apply as prescribed in FAR 22.1308.)

I.38 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (JUN 2020)
(Reference 52.222-35)

(The following clause shall apply as prescribed in FAR 22.1408.)

I.39 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)
(Reference 52.222-36)

I.40 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)
(Reference 52.222-37)

I.41 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
(Reference 52.222-40)

I.42 52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG 2018)
(Reference 52.222-41)

I.43 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS--PRICE ADJUSTMENT
(MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018)
(Reference 52.222-43)

I.44 52.222-50 COMBATING TRAFFICKING IN PERSONS (OCT 2020)
(Reference 52.222-50)

I.45 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)
(Reference 52.222-54)

I.46 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
(Reference 52.223-6)

I.47 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)
(Reference 52.223-18)

I.48 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
(Reference 52.224-1)

I.49 52.224-2 PRIVACY ACT (APR 1984)
(Reference 52.224-2)

I.50 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)
(Reference 52.225-13)

I.51 52.227-17 RIGHTS IN DATA--SPECIAL WORKS (DEC 2007)
(Reference 52.227-17)

I.52 52.228-7 INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)
(Reference 52.228-7)

I.53 52.230-2 COST ACCOUNTING STANDARDS (JUN 2020)
(Reference 52.230-2)

I.54 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (JUN 2020)
(Reference 52.230-3)

I.55 52.230-5 COST ACCOUNTING STANDARDS--EDUCATIONAL INSTITUTION (JUN 2020)
(Reference 52.230-5)

I.56 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)
(Reference 52.230-6)

I.57 52.232-1 PAYMENTS (APR 1984)
(Reference 52.232-1)

(The following clause shall apply as prescribed in FAR 32.111(c)(2).)

I.58 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
(Reference 52.232-9)

I.59 52.232-11 EXTRAS (APR 1984)
(Reference 52.232-11)

I.60 52.232-17 INTEREST (MAY 2014)
(Reference 52.232-17)

I.61 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
(Reference 52.232-18)

(The following clause shall apply if the contract is incrementally funded.)

I.62 52.232-22 LIMITATION OF FUNDS (APR 1984)
(Reference 52.232-22)

I.63 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)
(Reference 52.232-23)

I.64 52.232-25 PROMPT PAYMENT (JAN 2017)
(Reference 52.232-25)

I.65 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
(Reference 52.232-33)

I.66 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
(Reference 52.232-39)

I.67 52.233-1 I DISPUTES (MAY 2014)--ALTERNATE I (DEC 1991)
(Reference 52.233-1 I)

I.68 52.233-3 PROTEST AFTER AWARD (AUG 1996)
(Reference 52.233-3)

I.69 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
(Reference 52.233-4)

I.70 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
(Reference 52.242-1)

I.71 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
(Reference 52.242-4)

I.72 52.242-13 BANKRUPTCY (JUL 1995)
(Reference 52.242-13)

I.73 52.243-2 I CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE I (APR 1984)
(Reference 52.243-2 I)

- I.74 52.244-2 I SUBCONTRACTS (JUN 2020) --ALTERNATE 1 (JUN 2020)
(Reference 52.244-2 I)
- I.75 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
(Reference 52.244-5)
- I.76 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2021)
(Reference 52.244-6)
- I.77 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)
(Reference 52.246-25)
- I.78 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
(Reference 52.249-6)
- I.79 52.249-14 EXCUSABLE DELAYS (APR 1984)
(Reference 52.249-14)
- I.80 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)
(Reference 52.252-6)
- I.81 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)
(Reference 52.253-1)
- I.82 3452.208-72 PAPERWORK REDUCTION ACT (MAY 2011)
(Reference 3452.208-72)
- I.83 3452.232-70 LIMITATION OF COST OR FUNDS (MAY 2011)
(Reference 3452.232-70)
- I.84 3452.242-70 LITIGATION AND CLAIMS (MAY 2011)
(Reference 3452.242-70)
- I.85 3452.242-73 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES
(MAY 2011)
(Reference 3452.242-73)
- I.86 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR
EQUIPMENT (OCT 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) It [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [] does, [] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End Of Provision)

I.87 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

I.88 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/?q=/browse/far/52>

(End of Clause)

I.89 3452.224-72 RESEARCH ACTIVITIES INVOLVING HUMAN SUBJECTS (MAY 2011)

(a) In accordance with Department of Education regulations on the protection of human subjects in research, title 34, Code of Federal Regulations, part 97 ("the regulations"), the contractor, any subcontractors, and any other entities engaged in covered (nonexempt) research activities are required to establish and maintain procedures for the protection of human subjects. The definitions in 34 CFR 97.102 apply to this clause. As used in this clause, covered research means research involving human subjects that is not exempt under 34 CFR 97.101(b) and 97.401(b).

(b) If ED determines that proposed research activities involving human subjects are covered (i.e., not exempt under the regulations), the contracting officer or contracting officer's designee will require the contractor to apply for the Federal Wide Assurance from the Office for Human Research Protections, U.S. Department of Health and Human Services, if the contractor does not already have one on file. The contracting officer will also require that the contractor obtain and send to the Department documentation of Institutional Review Board (IRB) review and approval of the research.

(c) In accordance with 34 CFR part 97, all subcontractors and any legally separate entity (neither owned nor operated by the contractor) that will be engaged in covered research activities under or related to this contract shall be required to comply with the requirements for assurances and IRB approvals. The contractor must include the substance of this clause, including paragraph (c) of this clause, in all subcontracts, and must notify any other entities engaged in the covered research activities of their responsibility to comply with the regulations.

(d) Under no condition shall the contractor conduct, or allow to be conducted, any covered research activity involving human subjects prior to the Department's receipt of the certification that the research has been reviewed and approved by the IRB. (34 CFR 97.103(f)). No covered research involving human subjects shall be initiated under this contract until the contractor has provided the contracting officer (or the contracting officer's designee) a properly completed certification form certifying IRB review and approval of the research activity, and the contracting officer

or designee has received the certification. This restriction applies to the activities of each participating entity.

(e) In accordance with 34 CFR 97.109(e), an IRB must conduct continuing reviews of covered research activities at intervals appropriate to the degree of risk, but not less than once a year. Covered research activities that are expected to last one year or more are therefore subject to review by an IRB at least once a year.

(1) For each covered activity under this contract that requires continuing review, the contractor shall submit an annual written representation to the contracting officer (or the contracting officer's designee) stating whether covered research activities have been reviewed and approved by an IRB within the previous 12 months. The contractor may use the form titled "Protection of Human Subjects: Assurance Identification/Certification/Declaration of Exemption" for this representation.

For multi-institutional projects, the contractor shall provide this information on its behalf and on behalf of any other entity engaged in covered research activities for which continuing IRB reviews are required.

(2) If the IRB disapproves, suspends, terminates, or requires modification of any covered research activities under this contract, the contractor shall immediately notify the contracting officer in writing of the IRB's action.

(f) The contractor shall bear full responsibility for performing as safely as is feasible all activities under this contract involving the use of human subjects and for complying with all applicable regulations and requirements concerning human subjects. No one (neither the contractor, nor any subcontractor, agent, or employee of the contractor, nor any other person or organization, institution, or group of any kind whatsoever) involved in the performance of such activities shall be deemed to constitute an agent or employee of the Department of Education or of the Federal government with respect to such activities. The contractor agrees to discharge its obligations, duties, and undertakings and the work pursuant thereto, whether requiring professional judgment or otherwise, as an independent contractor without imputing liability on the part of the Government for the acts of the contractor and its employees.

(g) Upon discovery of any noncompliance with any of the requirements or standards stated in paragraphs (b) and (c) of this clause, the contractor shall immediately correct the deficiency. If at any time during performance of this contract, the contracting officer determines, in consultation with the Protection of Human Subjects Coordinator, Office of the Chief Financial Officer, or the sponsoring office, that the contractor is not in compliance with any of the requirements or standards stated in paragraphs (b) and (c) of this clause, the contracting officer may immediately suspend, in whole or in part, work and further payments under this contract until the contractor corrects such noncompliance. Notice of the suspension may be communicated by telephone and confirmed in writing.

(h) The Government may terminate this contract, in full or in part, for failure to fully comply with any regulation or requirement related to human subjects involved in research. Such termination may be in lieu of or in addition to suspension of work or payment. Nothing herein shall be construed to limit the Government's right to terminate the contract for failure to fully comply with such requirements.

(i) The regulations, and related information on the protection of human research subjects, can be found on the Department's protection of human subjects in research Web site: <http://ed.gov/about/offices/list/ocfo/humansub.html>. Contractors may also contact the following office to obtain information about the regulations for the protection of human subjects and related policies and guidelines:

Protection of Human Subjects Coordinator
U.S. Department of Education
Office of the Chief Financial Officer
400 Maryland Avenue, SW.
Washington, DC 20202-4331
Telephone: (202) 245-8090.

(End of Clause)

I.90 3452.204-72 DEVIATION (JUN 2021) Contractor Security Vetting Requirements. (DEVIATION) (JUN 2021)

(a) The contractor and its subcontractors shall comply with Department of Education personnel, cyber, privacy, security policy requirements as set forth in Contractor Security Vetting Requirements at <http://www.ed.gov/fund/contract/about/bsp.html>.

(b) Contractor employees who will have access to proprietary or sensitive ED information including Controlled Unclassified Information as defined in 32 CFR Part 2002.4(h), ED IT systems, contractor systems operated with ED data or interfacing with ED systems, ED facilities or space, and/or perform duties in a school or in a location where children are present, must undergo a personnel security

screening and a receive favorable determination and are subject to reinvestigation as described in the Contractor Vetting Security Requirements. Compliance with the Contractor Vetting Security Requirements, as amended, is required.

(c) The type of security investigation required to commence work on an ED contract is dictated by the position designation determination assigned by ED. All ED contractor positions are designated commensurate with their position risk/sensitivity, in accordance with Title 5 Code of Federal Regulations (5 CFR 731.106) and OPMs Position Designation Tool (PDT) located at: <https://pdt.nbis.mil/>. The position designation determines the risk level and the corresponding level of background investigations required.

(d) The contractor shall comply with all contractor position designations established by ED.

(e) The following are the contractor employee positions required under this contract and their designated risk levels:

High Risk (HR): []
 Moderate Risk (MR): [Corporate Security Liaison
 Principal Investigator Researcher II
 Deputy Director
 Principal Investigator Researcher I
 Director
 Research Analyst I

]
 Low Risk (LR): []

(f) For performance-based contracts where ED has not identified required labor categories for contractor positions, ED considers the risk sensitivity of the services to be performed and the access to ED facilities and systems that will be required during performance, to determine the uniform contractor position risk level designation for all contractor employees who will be providing services under the contract. The uniform contractor position risk level designation applicable to this performance-based contract is:

[Moderate]

(g) Only U.S. citizens will be eligible for employment on contracts requiring a Moderate Risk/Public Trust, High Risk/Public Trust, or a National Security designation.

(h) Permanent resident aliens may be eligible for employment on contracts requiring Low Risk/ Public Trust access.

(i) An approved waiver, in accordance with Contractor Vetting Security Requirements is required for any exception to the requirements of paragraphs (g) and (h) above.

(j) The Contractor shall-

- (1) Comply with the Principal Office (PO) processing requirements for personnel security screening,
- (2) Ensure that no contractor employee is placed in a higher risk position than for which he or she is approved,
- (3) Ensure contractor employees submit required security forms for reinvestigation in accordance with the timeframes set forth in the Contractor Vetting Security Requirements,
- (4) Report to the COR any information (i.e., personal conduct, criminal conduct, financial difficulties, etc.) that would raise a concern about the suitability of a contractor or whether a contractor employees continued employment would promote the efficiency of the service or violate the public trust,
- (5) Protect sensitive and Privacy Act-protected, including Controlled Unclassified Information as defined in 32 CFR Part 2002.4(h), from unauthorized access, use or misuse by its contractor employees, prevent unauthorized access by others, and report any instances of unauthorized access, use or misuse to the COR,
- (6) Report to the COR within two business days any removal of a contractor employee from a contract; or within one business day if removed for cause,
- (7) Upon the occurrence of any of the events listed under paragraph (b) of FAR Clause 52.204-9, Personal Identity Verification of Contractor Personnel, return a PIV ID to the COR within seven business days of the contractor employees departure; and
- (8) Report to the COR any change to job activities that could result in a change in the contractor employees position or the need for increased security access.

(k) Failure to comply with any of the personnel security requirements, set forth in Contractor Security Vetting Requirements at <http://www.ed.gov/fund/contract/about/bsp.html>, may result in a termination of the contract for default or cause.

(End of Clause)

I.91 3452.239-72 DEVIATION (JUN 2021) Department Security and Privacy Requirements for Information Technology Procurements (DEVIATION) (JUN 2021)

(a) The contractor and its subcontractors shall, at all times, maintain compliance with the most current version of Department of Education requirements as set forth in Security and Privacy Requirements for Information Technology Procurements posted at <http://www.ed.gov/fund/contract/about/bsp.html>.

(b) Performance of this contract will ☒ will not ☐ involve access to ED IT systems and/or contractor systems operated with ED data or interfacing with ED systems. For contracts that require access to ED IT systems and/or contractor systems operated with ED data or interfacing with ED systems, the Information Security Categorization applicable to each security objective has been determined to be:

Confidentiality:	<input type="checkbox"/> Low	<input checked="" type="checkbox"/> Moderate	<input type="checkbox"/> High
Integrity:	<input checked="" type="checkbox"/> Low	<input type="checkbox"/> Moderate	<input type="checkbox"/> High
Availability:	<input checked="" type="checkbox"/> Low	<input type="checkbox"/> Moderate	<input type="checkbox"/> High
Overall Risk Level:	<input checked="" type="checkbox"/> Low	<input type="checkbox"/> Moderate	<input type="checkbox"/> High

(c) Performance of this contract ☒ does involve ☐ does not involve Personally Identifiable information (PII) or Controlled Unclassified Information as defined in 32 CFR Part 2002.4(h). The Confidentiality Impact Level of such information has been determined to be:

☐ Not Applicable ☒ Low ☐ Moderate ☐ High.

(d) Failure to comply with Department of Education Security and Privacy Requirements for Information Technology Procurements may result in a termination of the contract for default or cause.

(End of Clause)

SECTION J

LIST OF ATTACHMENTS

J.1 309-1a LIST OF ATTACHMENTS

Attachment A - Performance of Work Statement

Attachment B- Deliverable Schedule

Attachment C- Key Personnel

Version Date: February 1, 2021

Performance Work Statement

Regional Educational Laboratory Program, 2022 Cycle

I. Procurement Purpose and Authorizing Legislation

The U.S. Department of Education (the Department) intends to award nine 60-month contracts to qualified entities to serve as the Regional Educational Laboratory (REL) for nine of the 10 REL regions.¹ See Appendix A for the names of the regions and their constituent states or jurisdictions. Each REL will be part of a program of 10 RELs authorized under the Education Sciences Reform Act (ESRA) of 2002, Part D, Section 174 (20 U.S.C. 9564). The REL Program is administered by the National Center for Education Evaluation and Regional Assistance (NCEE) at the Institute of Education Sciences (IES)² in the US Department of Education (the Department).

The authorizing legislation directs RELs to carry out applied research and development, disseminate findings from scientifically valid research, provide support for using research in education decision-making, and coordinate their activities with other technical assistance entities funded through the U.S. Department of Education, such as the Comprehensive Centers and the Equity Assistance Centers. REL products and services must be completed to the quality specifications required by IES.

¹ The REL Southwest contract cycle is 11 months behind the other RELs and will be awarded in fall 2022.

² <http://www2.ed.gov/policy/rschstat/leg/PL107-279.pdf>

Version Date: February 1, 2021

II. Introduction to the 2022 REL Cycle

The purpose of each REL is to assist practitioners and policymakers in their work to improve outcomes for learners in its region—from early childhood to adulthood—by supporting stakeholders in the generation and use of research, evidence, and evidence-based practices. To achieve that purpose, RELs: (1) conduct applied research and development; (2) design and implement training, coaching, and technical support activities that emphasize building capacity to use data and information to drive change; and (3) disseminate scientifically valid research, evidence-based practices, and supporting materials that allow stakeholders to apply this knowledge to their own practice.

All REL work must be both rigorous and high leverage.

- REL research and development activities are *rigorous* when they meet IES’ standards for work that is scientifically valid. REL training, coaching, technical assistance, and dissemination activities are rigorous when they are (a) based on practices that are evidence-based³, and (b) designed and delivered in ways that are consistent with what is known about high-quality adult learning and educator professional development experiences.
- REL work is *high leverage* when it is change-oriented, supporting consequential local, regional or statewide decisions about policies, programs, and practices designed to improve learner outcomes.

RELs Work in Partnership with Key Stakeholder Groups

Working in partnership with key stakeholder groups⁴ is central to the success of the REL Program. RELs are expected to engage partners – that is, leaders and decisionmakers representing key stakeholder groups who work directly in partnership with the REL – in the

³ The term “evidence-based,” generally refers to Tiers 1, 2, and 3 of the evidence levels specified in the Every Student Succeeds Act. However, IES expects the RELs to look for, share, and work with the highest tier of evidence that is available.

⁴ Stakeholder groups include but are not limited to state education agencies (SEAs), local education agencies (LEAs), state and local school boards, institutes of higher education (IHEs), schools funded by the Bureau of Indian Affairs, as well as student, parent, and community organizations. “Key stakeholders” generally refers to those with decision-making authority and the ability to influence policy or practice in their organization. RELs are required to allocate no less than 25 percent of their resources to meeting the needs of rural areas, as defined by the U.S. Census Bureau. Additionally, each REL has a Governing Board that is comprised of the chief state school officer, or their designee, for each state or jurisdiction in a REL region, as well as other regional stakeholders. Governing Boards provide RELs strategic direction, including prioritizing which regional needs should be the focus of the REL’s work.

Version Date: February 1, 2021

design, execution, and evaluation⁵ of their activities. Projects that involve key stakeholders in defining their needs and co-designing activities to address these needs are best situated to develop high-quality products and professional learning experiences. An example of such a project is the co-development of a activities and/or products that address pressing questions of practice, communicates technically accurate content in plain-spoken ways, and is useful for the intended audience. Similarly, high leverage work as defined above is not possible without RELs working in partnership.⁶

RELs have worked with state departments of education, school districts, and other education stakeholders for more than 50 years, and have formed partnerships with educators and policymakers with the purpose of bridging research and practice for nearly a decade. IES' requirements for partnerships have changed over time. The 2012 REL cycle supported *research alliances*, defined as regional, cross-state, or cross-district groups of practitioners, policymakers, and researchers who worked together over time to use data and research to better understand and address a particular education concern. In the 2017 REL cycle, *partnership* was defined more broadly than *research alliances* had been under the previous cycle, emphasizing specific features of partnership work. Such features included clear, specific, and actionable outcomes for improvement of some aspect of education; clear strategies for building the capacity of members of the partnership; regular communication with partners; and a commitment to collaborate on a coherent, integrated, well-planned set of activities.

In the 2022 REL cycle, IES emphasizes *working in partnership to improve student outcomes*. This approach privileges no specific functional form, theory of change, or composition. Instead, the work of RELs should be purpose-built to meet partners' specific needs. So long as the partner (1) identifies the high leverage need to be addressed, and (2) is actively involved in the design, execution and evaluation of a project or set of related projects, work is considered to be done in partnership. Sets of REL projects done in partnership may take different forms and involve different members across the duration of the work. There are few restrictions on the groups with which RELs may partner, or how REL's work in partnership is realized.

RELs Conduct Three Types of Activities

The authorizing legislation for the REL Program requires that RELs conduct three main activities: (1) applied research, which in this cycle IES explicitly extends to include *development activities* that translate scientifically valid evidence into tools for practitioners and interventions to meet unaddressed educator needs; (2) technical assistance related to application and use of scientifically valid research; and (3) dissemination of scientifically valid research. IES expects most REL partnerships will leverage activities of each type to meet their outcomes.

⁵ Evaluation of activities will be discussed in the *Scope of Work/Requirements* section.

⁶ See the *Expectations for the Implementation of the REL Program* section for additional information on working in partnership.

Version Date: February 1, 2021

Each type of activity is described here in an intentionally general manner. IES allows flexibility for RELs and their partners to undertake work under each of these activities that best fits their needs. The *Scope of Work/Requirements* section provides additional detail on each activity type.

Training, coaching, and technical support for use of research

ESRA defines technical assistance as:

A) assistance in identifying, selecting, or designing solutions based on research, including professional development and high-quality training to implement solutions leading to— (i) improved educational and other practices and classroom instruction based on scientifically valid research; and (ii) improved planning, design, and administration of programs; (B) assistance in interpreting, analyzing, and utilizing statistics and evaluations; and (C) other assistance necessary to encourage the improvement of teaching and learning through the applications of techniques supported by scientifically valid research.⁷

RELs meet this mandate by conducting training, coaching, and technical support (TCTS) activities. In general, the REL Program focuses its TCTS work on activities that leverage RELs' unique expertise in rigorous research, evaluation, and the design and use of evidence-based practices. All TCTS activities should be aligned to the existing evidence base or involve building stakeholder capacity to build new evidence where little or none exists. TCTS that has as its primary aim the implementation of an "off-the-shelf" evidence-based practice, absent complementary activities that leverage REL capacities, should be supported by other education technical assistance providers.

TCTS projects may stand alone or be used in service of other activity types such as applied research and development projects. For example, TCTS activities can occur before or during an applied research project to help partners understand existing evidence or collect local, relevant data on the high leverage topic of interest. TCTS activities can also occur after an applied research project is completed with the goal of exploring implications of, and next steps from, the research. These activities are discussed in more detail in the *Scope of Work/Requirements* section under Task 4.

Applied research and development

ESRA describes *applied research* as directed to the advancement of practice in education. It addresses complex questions about teaching and learning; the organization of schools and

⁷ See 20 USC § 9501 (23).

Version Date: February 1, 2021

systems; access to educational opportunity; learner success; and how education relates to, and prepares learners for, success in life and work. *Development* refers to the systematic use of knowledge to create products or processes; here, those products should support stakeholders' efforts to improve learner outcomes.⁸

The applied research and development work conducted by RELs must be high leverage. That is, it should be change-oriented, supporting consequential local or regional decisions about policies, programs, and practices designed to improve learner outcomes. Ideally, the knowledge and tools developed by individual RELs would be generalizable to multiple contexts. However, this is not a requirement provided the applied research or development product meets the needs of local or regional stakeholders. Similarly, applied research and development products may take any appropriate format so long as they are designed to be both useful to and used by decisionmakers or practitioners.

Applied research and development tasks are discussed in more detail in the *Scope of Work/Requirements* section under Task 5. Offerors should take special note of Subtask 5.2, which requires each REL to develop at least one research-based toolkit to support educators' use of evidence-based practices found in [What Works Clearinghouse™ Practice Guides](#).

Dissemination

ESRA defines *dissemination* as:

*the communication and transfer of the results of scientifically valid research, statistics, and evaluations, in forms that are understandable, easily accessible, and usable, or adaptable for use in, the improvement of educational practice by teachers, administrators, librarians, other practitioners, researchers, parents, policymakers, and the public, through technical assistance, publications, electronic transfer, and other means.*⁹

RELs are honest brokers and effective synthesizers of scientifically valid information in an age where information of varying quality is ubiquitous and readily transmitted. IES's goal is for the REL "brand" of dissemination to convey quality, objectivity, and timeliness. When possible, REL dissemination activities should include opportunities to learn and connect with others. Dissemination products and activities should be understandable, easily accessible, and usable.

⁸ ESRA contrasts applied research and development with *basic research*, which does not necessarily have immediate or obvious implications for practice. Both types of research differ from other forms of information-gathering, such as compiling facts or statistics, documenting policies without analysis or scholarly interpretation, or generating and reporting on performance indicators.

⁹ See 20 USC § 9501 (10)

Version Date: February 1, 2021

Products should not require substantial additional adaptation by stakeholders for use in the improvement of educational practice or the informing of educational policy.

REL's dissemination activities and products should also be *strategic*. Dissemination activities, products, and strategies should be developed and implemented to advance partnership work and the outcomes REL partners and other key stakeholders intend to achieve in their locality, state, or region. Except where otherwise specified, dissemination activities specifically designed for national audiences are a secondary consideration of individual RELs.

These activities are discussed in more detail in the *Scope of Work/Requirements* section under Task 6.

Version Date: February 1, 2021

III. Expectations for the Implementation of the REL Program

As stated in the *Introduction to the 2022 REL Cycle*, the purpose of each REL is to support stakeholders in the use of research and evidence to improve outcomes for learners in its region from early childhood to adulthood. Current and previous REL cycles have demonstrated that there are many ways RELs can achieve this goal.

In general, the needs, desired outcomes, and context of their partners should inform the development and execution of REL projects. As noted above, IES believes this way of working maximizes the chances that RELs meet partner needs and help partners realize their desired outcomes. IES has identified a set of overarching expectations for how the work of the REL will be implemented, identified below.

RELs shall conduct all (1) applied research and development and (2) TCTS work in partnership using the most effective structure possible. The structure and features of work done in partnership should be defined by the nature of the work RELs and their partners intend to complete and the outcomes they seek to accomplish. IES expects that RELs will engage all stakeholders whose participation in the partnership is needed to realize the partnership's outcomes. This includes but is not limited to individuals, regional or local organizations, and professional associations with the authority to set, influence, or implement policy and practice; access data; provide content or context expertise; or generate awareness of, or buy-in to, specific evidence-based actions or outcomes identified by REL partners.

Regardless of the form work done in partnership takes, IES expects *good partnering behaviors* in all relationships between RELs and their partners. REL projects shall be co-developed with the partners they are intended to serve. Additionally, REL work should be characterized by effective communication; genuine cooperation; and a mutual understanding of the context, content, outcomes and targets of the work.¹⁰

Work done in partnership shall focus on concerns that are narrowly tailored to increase the likelihood of achieving partners' desired outcomes. REL projects should emphasize deep work on a specific problem, rather than diffuse work across a broad topical area. For example, a REL project or set of projects should not focus broadly on "early childhood education" but rather on a particular issue such as "improving the skills and knowledge of early childhood educators related to 1) formatively assessing children's language and mathematics development, and 2) applying that knowledge to practice."

¹⁰ Outcomes are defined by the domains within which partners wish to see change – for example, improved math proficiency rates for middle school students in New Jersey. Targets are specific, measurable, time-bound metrics associated with long-term outcomes – for example, 85 percent of middle school students achieving proficiency on the statewide mathematics assessment by 2027.

Version Date: February 1, 2021

RELs shall work in partnership with groups within a single state or jurisdiction. The work of REL partnerships should generally focus on statewide or local needs to increase the likelihood of achieving partners’ desired outcomes. IES expects that RELs will work to serve all states in their region; however, differences in policy contexts and partner needs often make it difficult for multi-state partnerships to set specific shared targets and successfully execute high leverage work. Partners within a state may include statewide organizations (for example, SEAs, state boards of education, IHEs/teacher preparation programs, or professional organizations), regional organizations (for example, Intermediary Units that support groups of schools or districts within a state), districts, or individual schools. Work may be done in partnership with representatives from any combination of these levels if doing so is necessary to achieve their outcomes. RELs may also leverage Communities of Practice to connect stakeholders across states within a REL region that have similar needs (see Subtask 3.3 in the *Scope of Work/Requirements* section).

REL activities shall have a demonstrable, credible relationship to improved learner outcomes. The REL Program’s purpose is to improve learner outcomes by supporting partners in the generation and use of research, evidence, and evidence-based practices. Therefore, the work of the RELs shall be actionable. That is, oriented towards solving, rather than simply describing, high-leverage problems of practice. Specifically:

- Activities should be in service of outcomes that are (a) co-designed with partners, (b) address authentic needs based on needs-sensing activities, (c) clear and measurable, and (d) have achievable, specific targets associated with these outcomes.
- Outcomes should be classified as short-term, medium-term, or long-term. Details as to the types of outcomes that are appropriate for each are described below in the *Key Outcomes for REL Work and Logic Model* section.
- Partners’ long-term goals should serve as a “north star” for the work of RELs. REL work should be in service of their partners’ goals (e.g., “doubling the rate of math proficiency among 3rd graders in <partner’s LEA> over the next ten years”). Targets for RELs’ work and outcomes vis-à-vis the partners’ goal should be appropriate to the opportunities and constraints of the REL Program.
- All REL outcomes and their associated targets should be attainable within the REL cycle’s current period of performance. When partners have goals that extend beyond the period of performance (e.g., “by 2030, 95% of 3rd grade students in <partner’s LEA> will have achieved proficiency in math on the state test”), REL outcomes and targets should be appropriately tuned to the Program’s opportunities and constraints (e.g., “At the end of the REL cycle, the REL and its partners hope to show a demonstrable increase in student

Version Date: February 1, 2021

growth relative to the students' baseline on all relevant domains of the progress monitoring assessment for 3rd grade math in all elementary schools in which teachers participated in trainings during the 2023-24 school year).

- Related projects developed in partnership with stakeholders will typically have the same long-term outcomes. Sets of projects co-developed with the same group may be intended to lead to distinct short- and medium-term outcomes, so long as they build on one another to help partners achieve shared long-term outcomes.
- RELs should be able to demonstrate—via logic models, theories of change, or equivalent—how activities they propose to undertake in partnership will be arrayed to meet their short-, medium-, and long-term outcomes. REL activities are a means to an end, not ends unto themselves.
- On-going monitoring of a REL's performance will be informed in part by its attainment of targets associated with short-term and medium-term outcomes; summative evaluation of a REL's performance will be informed in part by its attainment of targets associated with long-term REL outcomes.

RELs shall focus on activities that leverage their distinctiveness in the federal technical assistance space and develop strategies for collaboration with other federal service providers to meet needs that lie outside RELs' core competencies. RELs' distinctive value in the federal technical assistance community comes from their ability (a) to conduct applied research and development work that is rigorous and high leverage, and (b) to integrate that work with training, coaching, technical support, and dissemination that is of similarly high quality. RELs must consider how partner or other stakeholder needs that do not leverage that distinctiveness—such as implementation support absent a discernable applied research and development component—should be referred to other technical assistance providers such as the Regional Comprehensive Centers. RELs shall coordinate and participate in joint needs sensing activities with other federal technical assistance providers—in particular the Regional Comprehensive Center(s) that serve their region—to help inform such decisions on where regional needs are best addressed.

RELs shall emphasize the scaling of What Works Clearinghouse (WWC) Practice Guide recommendations and should amplify and leverage scientifically valid research and evidence-based practices built or synthesized elsewhere within IES. Discovering what works in education and then ensuring that knowledge is used to improve learners' education outcomes is central to the mission of IES and the REL Program. Similarly, evidence-based practice is a central tenet of the Elementary and Secondary Education Act and Every Student Succeeds Act. In the 2022 cycle, RELs support the use of evidence-based practices in two ways.

Version Date: February 1, 2021

First, each REL shall develop at least one toolkit that supports scaling of WWC Practice Guide recommendations.¹¹ WWC Practice Guides have a unique role within the evidence-based practices space. Their recommendations represent the IES's current and best understanding of evidence-based practice in a given domain. Some Practice Guides present a set of recommendations in which all recommendations should be implemented to achieve the intended outcomes, while other Practice Guide recommendations may be implemented independently of the other recommendations. More information about this activity is described in the *Scope of Work/Requirements* section under Subtask 5.2.

Second, each REL shall seek to amplify evidence and evidence-based products developed by other IES programs such as the National Center for Education Research, the National Center for Special Education Research, and the National Center for Education Evaluation and Regional Assistance when developing TCTS projects or dissemination materials.

RELs shall develop and employ strategic dissemination plans based on the products developed, their intended outcomes, their target audience(s), and the networks through which evidence and evidence-based practice may be disseminated for said audience(s). A strategic dissemination plan should incorporate the context and intended outcomes of the projects as well as dissemination practices and networks that are most likely to be effective for reaching target audiences. In order to develop and execute these strategies, RELs, with input from their partners, must be able to identify key audiences positioned to support partners in achieving their intended outcomes, target dissemination products and activities towards these audiences in places and through networks and knowledge brokers so that these audience are likely to find them, and develop/disseminate products in formats that are accessible and actionable to these audiences.

IES expects that dissemination plans will require coordination across tasks – in particular, between Task 3 (Working in Partnership with Stakeholders), Task 4 (Training, Coaching and Technical Support for Evidence Use), Task 5 (Applied Research and Peer Reviewed Research-based Development Projects) and Task 6 (Dissemination). IES also expects that dissemination strategies will be individualized and tailored to each set of projects developed in partnership. Simply making products or activities available through the REL's website or Twitter account is not sufficient, nor does it reflect the level of planning or effort IES expects RELs to put forth as part of a strategic dissemination effort.

RELs shall intentionally seek opportunities to work with partners to address issues related to educational equity. Researchers have established that racial and ethnic minorities, children from low-income backgrounds, and children who are not proficient in English, oftentimes do not have the same educational opportunities as their counterparts who are White, from higher income

¹¹ Successful offerors will be expected to develop the toolkit they propose; however, the government retains the right to make changes to this Subtask after award.

Version Date: February 1, 2021

backgrounds, and are proficient in English.¹² These disparate opportunities and resulting experiences have contributed to significant racial, economic, and English language achievement gaps,¹³ which may have been exacerbated by the Coronavirus pandemic.¹⁴ Education practitioners, policymakers, and researchers fear millions of students may have fallen further behind after the U.S. transitioned from in-person education in March 2020 to a mostly virtual environment that resulted in inequitable access to learning opportunities for historically underserved students.¹⁵ Furthermore, the social justice movement of 2020 prompted IES to think more critically about who is included in conversations about the high leverage needs the REL Program addresses and how the Program may benefit from including more diverse stakeholder groups.

What this means for the REL Program:

- **IES encourages RELs to propose projects that have the explicit goal of addressing educational equity.** These projects might illuminate the differential experiences, opportunities, and outcomes of learners from historically underserved communities and should identify and promote effective or promising solutions for addressing these inequities. RELs play an important role in contributing to the growing body of research on how experiences within the country's education system differ by context and student group, thereby impacting outcomes, and identifying potential solutions.
- **Whenever feasible, RELs shall seek opportunities to partner with students, parents, and community stakeholders—particularly those from historically underserved communities—to determine the focus of and inform REL work.** RELs could partner with these stakeholder groups to design, execute, and interpret research studies and their findings,¹⁶ or to determine the focus of and participate in TCTS activities. RELs might also consider how to include these stakeholder groups in needs sensing activities or projects that include root cause analysis. Since REL staff may not have direct access to students, parents, or community members, LEAs, SEAs, and/or other partners may need to help facilitate this relationship. IES acknowledges that not all projects may yield themselves to including these stakeholder groups; however, it is important for the REL

¹² U.S. Department of Education Office for Civil Rights. (2016). 2013–2014 civil rights data collection. A first look: Key data highlights on equity and opportunity gaps in our nation's public schools. Washington, DC: U.S. Department of Education. <https://www2.ed.gov/about/offices/list/ocr/docs/2013-14-first-look.pdf>. (accessed 1/5/2021); Kostyo, S., Cardichon, J., & Darling-Hammond, L. (2018). Making ESSA's equity promise real: State strategies to close the opportunity gap. Palo Alto, CA: Learning Policy Institute. Retrieved on January 5, 2021 from <https://learningpolicyinstitute.org/product/essa-equity-promise-report>.

¹³ Hussar, B., Zhang, J., Hein, S., Wang, K., Roberts, A., Cui, J., Smith, M., Bullock Mann, F., Barmer, A., and Dilig, R. (2020). The Condition of Education 2020 (NCES 2020-144). U.S. Department of Education. Washington, DC: National Center for Education Statistics. Retrieved on January 5, 2021 from <https://nces.ed.gov/pubsearch/pubsinfo.asp?pubid=2020144>.

¹⁴ Dorn, E., Hancock, B., Sarakatsannis, J., & Viruleg, E. (2020). COVID-19 and learning loss – disparities grow and students need help. McKinsey & Company. Retrieved on January 5, 2021 from <https://www.mckinsey.com/industries/public-and-social-sector/our-insights/covid-19-and-learning-loss-disparities-grow-and-students-need-help>.

¹⁵ Ibid.

¹⁶ See Subtask 5.6 in the *Scope of Work and Requirements* section for additional information

Version Date: February 1, 2021

Program explore this new opportunity to understand how including these partners might help improve learner outcomes. IES plans to provide support to RELs to do this work successfully.

RELs shall employ strategies that integrate applied research; training, coaching, technical support; and dissemination in order to maximize the possibilities of partners meeting their short-, medium-, and long-term outcomes. REL activities can be fit discretely into one of the three categories of REL work – (1) applied research; (2) training, coaching, and technical support; or (3) dissemination. However, IES expects that RELs will realize the greatest impact for partners and stakeholders when they integrate multiple types of work within partnerships and across their entire portfolio of work. Examples of integration might include, but are not limited to developing infographics or hosting a webinar based on the findings of an applied research project; developing a TCTS project to support partners’ collection of data for a future applied research project; developing a coaching project to help partners determine “what’s next” based on the implications of an applied research project; or developing a training project for instructional leaders based upon a toolkit or intervention developed by the REL.

The content and design of REL work shall be informed by, align with, build upon partners’ existing initiatives and their efforts to improve policies and practices. RELs should (a) make all necessary efforts to understand the existing policy and practice context of all their stakeholders; (b) reflect an awareness of those contexts when planning with partners about how new activities can move them closer to achieving their outcomes; and (c) build partner capacity to execute all phases of an evidence-informed process of change.

At a minimum, REL work should be developed with an understanding of the state and local context in order to avoid duplication of effort or contradiction with existing initiatives or practices. Beyond that, REL project proposals should demonstrate how the work is part of a logical and feasible pathway to achieving partners’ intended outcomes, in conjunction with other activities or initiatives taking place in partnership with, or outside of the REL. For example, a project in which the REL is supporting a networked improvement community of school curriculum leaders within a district in their efforts to help teachers identify, understand, and implement evidence-based instructional practices in early reading will be most successful if it builds upon existing teacher supports that the district provides and is followed by sustained district investment. Projects that are unable to demonstrate this – in other words, “one-off” projects that are not supported by additional REL work or partner initiatives outside of their work with the REL – are less likely to effectively support stakeholder change efforts and meet the criteria of high leverage. RELs should also coordinate with other federal technical assistance providers when designing research and training, coaching, and technical support projects to avoid duplication and maximize the benefit of federally funded supports.

Additionally, work in partnership should be designed to support partners in identifying and acting on the necessary next steps to achieve their outcomes. Part of this could include RELs